

1.0 The City hereby adds an extension and administrative increase on the above referenced contract.

2.0 The total Contract amount is increased by \$11,160. The total Contract amount is recapped below:

Term	Additional Contract Funding Amount for the Term	Total Contract Amount
Contract Term: 09/29/2017 – 06/30/2018	N/A	\$49,800.00
Amendment No. 1: Extend contract term and add administrative increase (07/01/2018 – 09/30/2019), replace Exhibit B - Scope of Work	\$49,800.00	\$99,600.00
Amendment No. 1: administrative increase (07/01/2018 – 09/30/2019), replace Exhibit B - Scope of Work	\$11,160.00	\$110,760.00

**City of Austin** 

- 3.0 Delete Exhibit B Scope of Work and replace with the attached Exhibit B Scope of Work last modified on January 23, 2019.
- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the abovereferenced contract.

Signature & Date:

Jeff Daniel, CEO Authorized Representative Collaborative Research, LLC 1507 Ruth Avenue Austin, TX 78757 Signature & Date:

John Hilbun, Contract Mgmt Specialist IV City of Austin Purchasing Office

# **Scope of Work**

Ryan White Part A/C Program, Quality and Fiscal Monitoring City of Austin General Fund Program, Quality and Fiscal Monitoring Housing Opportunities for Persons with AIDS (HOPWA) Monitoring

Submitted to: The Austin Area Transitional Grant Area (TGA) Ryan White Part A HIV/AIDS Program Submitted by:



Scope of Work Modification January 23, 2019

Jeff S. Daniel Chief Executive Officer Collaborative Research, LLC 1507 Ruth Avenue Austin, Texas 78757 Phone: 512.633.0188 Fax : 866.607.3942 jeff@collaborativeresearch.us www.collaborativeresearch.us

## Phase I: Universal, Fiscal, HOPWA and Clinical Monitoring

In Phase I, Collaborative Research (CR) will complete the following monitoring activities: Universal, Fiscal, HOPWA and Clinical.

- CR will meet with City of Austin's HIV Resources Administrative Unit (HRAU) to review Health Resource Service Administration's (HRSA) HIV/AIDS Bureau (HAB) universal and fiscal monitoring tools. Additionally, CR and HRAU will finalize monitoring tools for HOPWA and Clinical chart reviews.
- 2) CR will conduct a pre-monitoring workshop for seven (7) Ryan White sub-recipients to review monitoring protocols and monitoring schedule.
- 3) CR will prepare a Phase I monitoring packet for each sub-recipient based on funding source and services provided.
- 4) CR will create OneDrive folders by sub-recipient for fiscal/universal document review.
  - a. Fiscal monitoring review will be conducted off-site by CR fiscal monitors
  - b. Universal, Clinical and HOPWA will be conducted on-site by CR monitors
- CR will conduct monitoring site visits for seven (7) Ryan White sub Recipients and will monitor the activities associated with all funding streams based pm the following grant cycles
  - a. Part A: March 1, 2017 February 28, 2018
  - b. Part C: January 1, 2017 December 31, 2017
  - c. HOPWA: October 1, 2017 September 30, 2018
  - d. City General Fund: October 1, 2017 September 30, 2018

CR will conduct an entrance and exit interview for each monitoring site visit. As necessary, the Recipient and/or a designated employee will be present at the entrance and/or exit interviews. CR will conduct the following Phase I monitoring activities at each sub-recipient based on the following grid:

PHASE I							
2018 Sub-Recipients		Func	ling Sourc	es			
AIDS Services of Austin (ASA)	RWPA	RWPA MAI	RWPC	City GF	HOPWA		
Fiscal Monitoring	х	x	Х	х	Х		
Universal Monitoring	х	x	Х	х	Х		
HOPWA-STRMU					х		
HOPWA-TBRA					х		
HOPWA-Housing Case Management					Х		
HOPWA-STSH					х		
HOPWA-PHPS					х		
Wright House Wellness Center (ASH+Well)	RWPA	RWPA MAI	RWPC	City GF	HOPWA		
Fiscal Monitoring	х			х			
Universal Monitoring	х			х			
HOPWA-STRMU					X#		

HOPWA-STSH					X#
HOPWA-PHPS					X#
Project Transitions	RWPA	RWPA MAI	RWPC	City GF	HOPWA
Fiscal Monitoring	Х			х	х
Universal Monitoring	Х			Х	Х
HOPWA-Supportive Housing Services					Х
HOPWA-Facility Based Transitional Housing					х
HOPWA-TBRA					х
Austin/Travis County MHMR-Integral Care	RWPA	RWPA MAI	RWPC	City GF	HOPWA
Fiscal Monitoring	Х			Х	
Universal Monitoring	х			х	
HOPWA-STRMU	x				X#
HOPWA-STSH					X#
HOPWA-PHPS					X#
Community Action	RWPA	RWPA MAI	RWPC	City GF	HOPWA
Fiscal Monitoring	Х		Х		
Universal Monitoring	х		х		
HOPWA-PHPS					X#
Waterloo Counseling Center	RWPA	RWPA MAI	RWPC	City GF	HOPWA
Fiscal Monitoring	х				
Universal Monitoring	х				
David Powell Clinic	RWPA	RWPA MAI	RWPC	City GF	HOPWA
Fiscal Monitoring	Х		Х		
Universal Monitoring	х		х		
Ambulatory Outpatient Health Services Clinical Chart Audit	х		Х		
X#=Sub/Sub Recipient through ASA					

# Phase II: Programmatic, HRAU policies, APH Contract Terms/Conditions, Austin TGA Service Standard Monitoring

- CR will meet with City of Austin's HIV Resources Administrative Unit (HRAU) to review Health Resource Service Administration's (HRSA) HIV/AIDS Bureau (HAB) programmatic monitoring tool. Additionally, CR and HRAU will finalize monitoring tools for service standards monitoring, HRAU policies and APH Contract Terms and Conditions
- 2) CR will conduct a pre-monitoring workshop for seven (7) Ryan White sub-recipients to review monitoring protocols and monitoring schedule.
- 3) CR will prepare a Phase II monitoring packet for each sub-recipient based on funding source and services provided.
- 4) CR will conduct monitoring site visits for seven (7) Ryan White sub-recipients and will monitor the activities associated with all funding streams and all funded service categories. CR will conduct an entrance and exit interview for each monitoring site visit.

As necessary, the Recipient and/or a designated employee will be present at the entrance and/or exit interviews. CR will review a random sampling of client charts consisting of 10% of active charts associated with each funded service category at every sub-recipient. If there are less than 50 charts for a specific service category, CR will review 100% of the charts for that service category. The specific monitoring process will be directed by the Austin TGA's Ryan White Recipient's office. Service category chart pulls will be generated by HRAU's ARIES Data Manager. CR will conduct the following Phase II monitoring activities at each sub-recipient based on the following grid:

PHASE II						
2018 Sub-Recipients and Service Categories		Fund	ding Sour	ces		
AIDS Services of Austin (ASA)	RWPA	RWPA MAI	RWPC	City GF	HOPWA	
HRAU Policies	х	Х	х	х	х	
APH Contract Terms and Conditions	х	Х	х	х	Х	
Oral Health	х		х			
Medical Case Management	x					
Non-Medical Case Management	х	Х		х		
Food Bank	х			х		
Health Insurance Premium/Cost Sharing (HIPCSA)	х					
Outreach/EIS Services	х	х				
Medical Nutritional Therapy	х					
Wright House Wellness Center (ASH+Well)	RWPA	RWPA MAI	RWPC	City GF	HOPWA	
HRAU Policies	x	х		х		
APH Contract Terms and Conditions	х	х		х		
Medical Case Management	х					
Non-Medical Case Management	х	Х				
Prevention and Education				х		
Psychosocial support	Х					
Alternative Health Services				Х		
Project Transitions	RWPA	RWPA MAI	RWPC	City GF	HOPWA	
HRAU Policies	Х			Х		
APH Contract Terms and Conditions	Х			Х		
Housing Services	х			Х		
Austin/Travis County MHMR-Integral Care	RWPA	RWPA MAI	RWPC	City GF	HOPWA	
HRAU Policies	х			х		
APH Contract Terms and Conditions	Х			Х		
Mental Health	х					
Substance Abuse Outpatient	х					
Substance Abuse Residential (Austin Recovery)	Х					
Non-Medical Case Management				x		
Community Action	RWPA	RWPA MAI	RWPC	City GF	HOPWA	

HRAU Policies	x		x		
APH Contract Terms and Conditions	х		х		
Non-Medical Case Management	х		х		
Medical Transportation			х		
Waterloo Counseling Center	RWPA	RWPA MAI	RWPC	City GF	HOPWA
HRAU Policies	х				
APH Contract Terms and Conditions	Х				
Mental Health	Х				
David Powell Clinic	RWPA	RWPA MAI	RWPC	City GF	HOPWA
HRAU Policies	х		х		
APH Contract Terms and Conditions	х		х		
AIDS Pharma Local	Х				
Mental Health	х				
Emergency Financial Assistance	х				

- 5) CR will participate in conferences (teleconference or in person) with the Recipient following each exit interview to debrief the Recipient about major findings or concerns.
- 6) CR will submit sub-recipient monitoring reports to the Recipient within thirty (30) calendar days of the last exit interview. CR, in conjunction with the Recipient, will finalize monitoring reports and provide data supporting each monitoring chart review.
- 7) CR will review and provide feedback on any Corrective Action Plans (CAPs) submitted by sub-recipients in response to monitoring findings. CAPs are based on the Plan-Do-Study-Act framework. CR will provide ongoing sub-recipient technical assistance regarding the facilitation and implementation of CAPs in conjunction with the Recipient.
- 8) CR will compile baseline compliance data that outlines monitoring outcomes from the measurement year. CR will present the baseline monitoring data to the Recipient.

## Technical Assistance for the Recipient and Sub-Recipients

Collaborative Research (CR) will provide the following technical assistance for the Recipient:

- 1) CR will provide ongoing technical assistance to the Recipient, designated staff, and subrecipients for all Ryan White activities. TA will be requested and scheduled by the Recipient as needed.
- 2) CR will also provide a high-level report for the Austin Area HIV Planning Council noting suggestions for system improvements within the Austin TGA. This report will not single out or identify specific sub-recipients' monitoring results but will serve as TA for the Planning Council for planning purposes.

# Monitoring Budget detailed by Phase and Activity

PHASE I	COMPONENTS	Hours	Rate	Total
PHASE 1.1	CR will meet with City of Austin's HIV Resources Administrative Unit (HRAU) to review Health Resource Service Administration's (HRSA) HIV/AIDS Bureau (HAB) universal and fiscal monitoring tools. Additionally, CR and HRAU will finalize monitoring tools for HOPWA and Clinical chart reviews.	10	\$120	\$1,200
PHASE 1.2	CR will conduct a pre-monitoring workshop for seven (7) Ryan White sub-recipients to review monitoring protocols and monitoring schedule.	5	\$120	\$600
PHASE 1.3	CR will prepare a Phase I monitoring packets for each sub-recipient based on funding source and services provided.	5	\$120	\$600
PHASE 1.4	<ul> <li>CR will create OneDrive folders by sub-recipient for fiscal/universal document review.</li> <li>a. Fiscal monitoring review will be conducted off-site by CR fiscal monitors</li> <li>b. Universal, Clinical and HOPWA will be conducted on-site by CR monitors</li> </ul>	10	\$120	\$1,200
PHASE 1.5	CR will conduct monitoring site visits for seven (7) Ryan White sub Recipients and will monitor the activities associated with all funding streams based pm the following grant cycles: a. Part A: March 1, 2017 – February 28, 2018 b. Part C: January 1, 2017 – December 31, 2017 c. HOPWA: October 1, 2017 – September 30, 2018 d. City General Fund: October 1, 2017 – September 30, 2018 CR will conduct an entrance and exit interview for each monitoring site visit. As necessary, the Recipient and/or a designated employee will be present at the entrance and/or exit interviews.	225	\$120	\$27,000
	PHASE I TOTAL MONITORING BUDGET	255	\$120	\$30,600

PHASE II	COMPONENTS	Hours	Rate	Total
PHASE 2.1	CR will meet with City of Austin's HIV Resources Administrative Unit (HRAU) to review Health Resource Service Administration's (HRSA) HIV/AIDS Bureau (HAB) programmatic monitoring tool. Additionally, CR and HRAU will finalize monitoring tools for service standards monitoring, HRAU policies and APH Contract Terms and Conditions	5	\$120	\$600
PHASE 2.2	CR will conduct a pre-monitoring workshop for seven (7) Ryan White sub-recipients to review monitoring protocols and monitoring schedule.	3	\$120	\$360
PHASE 2.3	CR will prepare a Phase II monitoring packets for each sub-recipient based on funding source and services provided.	5	\$120	\$600
PHASE 2.4	CR will conduct monitoring site visits for seven (7) Ryan White sub Recipients and will monitor the activities associated with all funding streams based pm the following grant cycles: a. Part A: March 1, 2017 – February 28, 2018 b. Part C: January 1, 2017 – December 31, 2017 c. HOPWA: October 1, 2017 – September 30, 2018 d. City General Fund: October 1, 2017 – September 30, 2018 CR will conduct an entrance and exit interview for each monitoring site visit. As necessary, the Recipient and/or a designated employee will be present at the entrance and/or exit interviews. CR will review a random sampling of client charts consisting of 10% of active charts associated with each funded service category at every sub-recipient. If there are less than 50 charts for a specific service category. CR will review 100% of the charts for that service category.	155	\$120	\$18,600
PHASE 2.5	CR will participate in conferences (teleconference or in person) with the Recipient following each exit interview to debrief the Recipient about major findings or concerns.	0	\$120	No Charge
PHASE 2.6	CR will submit sub-recipient monitoring reports to the Recipient within thirty (30) calendar days of the last exit interview. CR, in conjunction with the Recipient, will finalize monitoring reports and provide data supporting each monitoring chart review	75	\$120	\$9,000
PHASE 2.7	CR will review and provide feedback on any Corrective Action Plans (CAPs) submitted by sub-recipients in response to monitoring findings.	0	\$120	No Charge
PHASE 2.8	CR will compile baseline compliance data that outlines monitoring outcomes from the measurement year. CR will present the baseline monitoring data to the Recipient.	10	\$120	\$1,200
	PHASE II TOTAL MONITORING BUDGET	253	\$120	\$30,360

# Total Monitoring Budget

PHASE	Hours	Rate	Total
I	255	\$120	\$30,600
П	253	\$120	\$30,360
Total	508	\$120	\$60,960



## Amendment No. 2 to Contract No. PA180000001 For Ryan White Program Monitoring Between Jeff Daniel dba Collaborative Researching, LLC and the City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	То
Vandar Nama	Jeff Daniel	Collaborative
Vendor Name	dba Collaborative Researching, LLC	Researching, LLC
Vendor Code	COL8314354	COL8314354
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.

Yodin-Brown

L'inefl Goodin-Brown Contract Management Supervisor II City of Austin, Purchasing Office

11-27-18

Date



Amendment No. 1 to Contract No. MA 9100 PA180000001 for Ryan White Program Monitoring between Collaborative Research, LLC and the City of Austin

1.0 The City hereby adds an extension and administrative increase on the above referenced contract.

2.0 The total Contract amount is increased by \$49,800. The total Contract amount is recapped below:

Term	Additional Contract Funding Amount for the Term	Total Contract Amount
Contract Term: 09/29/2017 – 06/30/2018	N/A	\$49,800.00
Amendment No. 1: Extend contract term and add administrative increase (07/01/2018 – 09/30/2019), replace Exhibit B - Scope of Work	\$49,800.00	\$99,600.00

- 3.0 Delete Exhibit B Scope of Work and replace with the attached Exhibit B Scope of Work last modified on August 22, 2018.
- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the abovereferenced contract.

Signature & Date:

8/27/2010 Jeff Daniel, CEO

Authorized Representative Collaborative Research, LLC 1507 Ruth Avenue Austin, TX 78757

Signature & Date:

John Hilbun, Contract Mgmt Specialist IV City of Austin Purchasing Office

Page 1 of 1

Exhibit B

# **Scope of Work**

Ryan White Part A/C Program, Quality and Fiscal Monitoring City of Austin General Fund Program, Quality and Fiscal Monitoring Housing Opportunities for Persons with AIDS (HOPWA) Monitoring

> Submitted to: The Austin Area Transitional Grant Area (TGA) Ryan White Part A HIV/AIDS Program Submitted by:



August 22, 2018

Jeff S. Daniel Chief Executive Officer Collaborative Research, LLC 1507 Ruth Avenue Austin, Texas 78757 Phone: 512.633.0188 fax: 866.607.3942 jeff@collaborativeresearch.us www.collaborativeresearch.us

### Program, Quality, Fiscal Management and HOPWA Monitoring

Collaborative Research (CR) proposes to complete the following Program, Quality Management (P/QM), Fiscal and HOPWA monitoring activities:

- CR will revise and update Programmatic/Quality Management/Fiscal/HOPWA monitoring tools for service categories as per revisions made to the Ryan White Standards of Care during the 2017-2018 grant year. The monitoring tools will reflect all relevant HRSA/HAB /HUD policies and monitoring standards.
- 2) CR will conduct monitoring site visits for seven (7) Ryan White sub-recipients and will monitor the activities associated with all funding streams and all funded service categories. CR will review a random sampling of client charts consisting of 10% of active charts associated with each funded service category at every sub-recipient. If there are less than 100 charts for a specific service category, CR will review 100% of the charts for that service category. The specific monitoring process will be directed by the Austin TGA's Ryan White Recipient's office.
- 3) CR will monitor the following funding streams in conjunction with the following grant cycles:
  - a. Ryan White Part A Formula/Supplemental/MAI March 1, 2018-February 28<sup>th</sup>, 2019
  - b. Ryan White Part C (January 1<sup>st</sup>, 2018 -December 31<sup>st</sup>, 2018)
  - c. Housing Opportunities for Persons Living with AIDS (HOPWA) (October 1, 2017-September 30<sup>th</sup>, 2018)

d.	City of Austin General Funds (October 1 <sup>st</sup> , 2017-September 30, 2018)
u.	city of Austin General Funds (Getober 1, 2017, September 50, 2010)

Monitoring Type/Funding Source	AIDS Services of Austin	ASH+Well	Project Transitions	Austin/Travis County MHMR	Community Action	Waterloo Counseling Center	David Powell CHC
Ryan White Part A (Program, Quality, Fiscal)	Х	X	Х	Х	Х	Х	Х
Ryan White Part C (Program, Quality, Fiscal)	Х				Х		Х
City General Fund (Program, Quality, Fiscal)	Х	Х	Х	Х			
HOPWA	Х		Х				

### 4) CR will conduct the monitoring activities at each sub-recipient based on the following grid:

- 5) CR will conduct a pre-monitoring workshop for all sub-recipients. The workshop will include a review of the monitoring methodology, monitoring tools, and proposed schedule of when CR will conduct on-site monitoring.
- 6) CR, in conjunction with the Recipient, will coordinate the scheduling of the monitoring site visits for sub-recipients. CR, in conjunction with the Recipient, will notify each sub-recipient of their site visit in writing at least thirty (30) calendar days in advance of the proposed monitoring visit.

- 7) CR will conduct an entrance and exit interview for each monitoring site visit. As necessary, the Recipient and/or a designated employee will be present at the entrance and/or exit interviews.
- 8) CR will participate in conferences (teleconference or in person) with the Recipient following each exit interview to debrief the Recipient about major findings or concerns. CR will send supporting data outlining major findings or concerns in ten (10) business days following the exit interview.
- 9) CR will submit sub-recipient monitoring reports to the Recipient within thirty (30) calendar days of the exit interview for each funded agency. CR in conjunction with the Recipient will finalize monitoring reports and provide data supporting each monitoring chart review.
- 10) When necessary, CR will review and provide feedback on any Corrective Action Plans (CAPs) submitted by sub-recipients in response to monitoring findings. Corrective Action Plans are based on the Plan-Do-Study-Act framework. CR will provide ongoing sub-recipient technical assistance regarding the facilitation and implementation of Corrective Action Plans in conjunction with the Recipient.
- 11) CR will compile baseline compliance data that outlines monitoring outcomes from the measurement year. CR will present the baseline monitoring data to the Recipient and the Austin Area HIV Health Services Planning Council and appropriate committee.

# Technical Assistance for the Recipient

Collaborative Research (CR) proposes to complete the following technical assistance for the Recipient:

- 1) CR will provide ongoing technical assistance to the Recipient, designated staff, and sub-recipients for all Ryan White activities. TA will be requested and scheduled by the Recipient as needed.
- 2) CR will provide technical assistance to the Recipient regarding the development of assessments and required reports for the Ryan White/HOPWA programs.

# Monitoring Budget detailed by Phase

PHASE	COMPONENTS	Hours	Rate	Total
MONITORING 1.1	CR will revise and update monitoring tools for each funded service. The monitoring tools will reflect all relevant HRSA and HUD/HOPWA policies and monitoring standards.	15	\$120	\$1,800
MONITORING 1.2	CR will conduct a pre-monitoring workshop for all service providers. The workshop will include a review of the monitoring methodology, monitoring tools, and the monitoring schedule.	25	\$120	\$3,000
MONITORING 1.3	CR will conduct monitoring site visits for seven (7) Ryan White agencies and will monitor the activities associated with all funding streams and all funded service categories. CR will review a random sampling of client charts consisting of 10% of active charts associated with each funded service category at every agency. If there are less than 100 charts for a specific service category, CR will review 100% of the charts for that service category. CR, in conjunction with the Recipient, will coordinate the scheduling of the monitoring site visits for the following service providers: AIDS Services of Austin, Wright House Wellness Center, Project Transitions, Austin/Travis County MHMR, Community Action, Waterloo Counseling Center and David Powell CHC. CR, in conjunction with the Recipient, will notify each service provider of their site visit in writing at least thirty (30) calendar days in advance. CR will conduct an entrance and exit interview for each monitoring site visit. As necessary, the designated Recipient representative will be present at the entrance and/or exit interviews. CR will participate in conferences (teleconference or in person) with the Recipient following each exit interview in order to debrief the Recipient about major findings or concerns.	200	\$120	\$24,000
MONITORING 1.4	CR will submit sub Recipient monitoring reports in a format prescribed by the Recipient within thirty (30) calendar days of the exit interview for each funded agency. CR in conjunction with the Recipient, will finalize monitoring reports and provide data supporting each monitoring chart review.	125	\$120	\$15,000
MONITORING 1.5	CR will review and provide feedback on the Corrective Action Plans (CAPs) submitted by funded agencies in response to monitoring findings. Corrective Action Plans are based on the Plan-Do-Study-Act framework. CR will provide ongoing sub Recipient technical assistance regarding the facilitation and implementation of Corrective Action Plans in conjunction with the Recipient.	30	\$120	\$3,600
MONITORING 1.6	CR will compile baseline compliance data that outlines monitoring outcomes from the measurement year. CR will present the baseline monitoring data to the Recipient and the Austin Area HIV Health Services Planning Council and appropriate committee.	20	\$120	\$2,400
	TOTAL MONITORING BUDGET*	415	\$120	\$49,800

\*Total includes all travel expenses



# MEMORANDUM

# City of Austin Financial Services Department Purchasing Office

- **DATE:** 10/09/2017
- TO: Memo to File
- **FROM:** Marty James, Procurement Specialist II
- RE: MA 9100 PA180000001 Collaborative Research, LLC

This contract was created and administered by the Austin Public Health Department (APH). All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this contract other the creation of the payment mechanism for accounting purposes.

#### CONTRACT BETWEEN THE CITY OF AUSTIN AND Jeff Daniel dba Collaborative Research, LLC For Ryan White Program Monitoring MA 9100 PA180000001

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Collaborative Research, LLC ("Contractor"), having offices at 1507 Ruth Avenue, Austin, TX 78757.

#### SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 <u>Engagement of the Contractor</u>. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Jeff Daniel, Phone: (512) 633-0188, Email Address: <u>Jeff@collaborativeresearch.us</u>. The City's Contract Manager for the engagement shall be Gregory Bolds, Phone: (512) 972-5081, Email Address: <u>Gregory.Bolds@austintexas.gov</u>. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

#### **SECTION 2. SCOPE OF WORK**

2.1 <u>Contractor's Obligations</u>. The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **<u>Tasks</u>**. In order to accomplish the work described herein, the Contractor shall perform the tasks outlined in Exhibit B, Scope of Work.

#### **SECTION 3. COMPENSATION**

3.1 <u>Contract Amount</u>. The Contractor will be paid as indicated in Exhibit C upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$49,800 for all fees and expenses.

#### 3.2 Invoices.

3.2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Public Health
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### 3.3 Payment.

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation

to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

#### 3.5 Final Payment and Close-Out.

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

#### **SECTION 4. TERM AND TERMINATION**

4.1 <u>Term of Contract</u>. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract.

4.1.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **<u>Right To Assurance</u>**. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

#### SECTION 5. OTHER DELIVERABLES

5.1 **Insurance**: The following insurance requirements apply.

#### 5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory

law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 <u>Commercial General Liability Insurance</u>. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.4 **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive data shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

#### 5.2 Equal Opportunity.

5.2.1 Equal Employment Opportunity. No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 <u>Americans With Disabilities Act (ADA) Compliance</u>. No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 <u>Acceptance of Incomplete or Non-Conforming Deliverables.</u> If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

#### 5.4 **Delays**.

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 <u>**Ownership And Use Of Deliverables.**</u> The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 <u>Patents</u>. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver and signment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.5.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.5.3 <u>Additional Assignments</u>. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.6 <u>**Rights to Proposal and Contractual Material.</u>** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.</u>

5.7 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

#### **SECTION 6. WARRANTIES**

#### 6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 <u>Warranty – Services</u>. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be <u>at least</u> one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

#### SECTION 7. MISCELLANEOUS

7.1 <u>Place and Condition of Work.</u> The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

#### 7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 <u>Compliance with Health, Safety, and Environmental Regulations</u>. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City

harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 <u>Significant Event</u>. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

- 7.4.6 reorganization, reduction and/or relocation in key personnel;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;
- 7.4.9 any litigation against the Contractor; or
- 7.4.10 significant change in market share or product focus.

#### 7.5 Audits and Records.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contactor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 <u>Stop Work Notice</u>. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work

until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

#### 7.7 Indemnity.

#### 7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 <u>Notices</u>. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:
City of Austin, Purchasing Office	Collaborative Research, LLC
ATTN: Marty James, Procurement Specialist II	ATTN: Jeff Daniel, CEO
P.O. Box 1088	1507 Ruth Avenue
Austin, TX 78767	Austin, TX 78757

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use,

disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 <u>Advertising</u>. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 <u>Gratuities</u>. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 <u>Waiver</u>. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 <u>Modifications</u>. The Contract can be modified or amended only in writing signed by both parties. No preprinted or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract. 7.19 <u>Interpretation</u>. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

#### 7.20 Dispute Resolution.

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### 7.21 Subcontractors.

7.21.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.21.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.21.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.21.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.21.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable

the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.21.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.21.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.21.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.21.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.23 <u>Invalidity</u>. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

Holiday	Date Observed		
New Year's Day	January 1		
Martin Luther King, Jr.'s Birthday	Third Monday in January		
President's Day	Third Monday in February		
Memorial Day	Last Monday in May		
Independence Day	July 4		
Labor Day	First Monday in September		
Veteran's Day	November 11		
Thanksgiving Day	Fourth Thursday in November		
Friday after Thanksgiving	Friday after Thanksgiving		
Christmas Eve	December 24		
Christmas Day	December 25		

7.24 **Holidays**. The following holidays are observed by the City:

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.25 <u>Survivability of Obligations</u>. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.26 **Non-Suspension or Debarment Certification**. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.27 <u>Incorporation of Documents</u>. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: https://assets.austintexas.gov/purchase/downloads/standard\_purchase\_definitions.pdf

7.28 Order of Precedence. The Contract includes, without limitation, the Offer submitted in response to the City, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions, the Scope of Work, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.28.1 any exceptions to the Offer accepted in writing by the City;

7.28.2 the Supplemental Purchase Terms and Conditions;

7.28.3 the Standard Purchase Terms and Conditions;

7.28.4 the Offer and exhibits; within the Offer.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

COLLABORATIVE RESEARCH, LLC
By Juff Dail
Signature
Name: Jeff Daniel
Printed Name
Title: CEO

Date: October 11, 2017

CITY OF AUSTUR

Signature

Name: Marty James Printed Name

Title: Procurement Specialist II

Date: OCTOBER 14, 2017

# List of Exhibits

- Non Discrimination Certification, Section 0800 Scope of Work Exhibit A
- Exhibit B
- Pricing Exhibit C
- Exhibit D Business Associate Agreement

#### EXHIBIT A City of Austin, Texas NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

#### **City of Austin, Texas**

#### **Equal Employment/Fair Housing Office**

#### To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

#### City of Austin

#### Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation

of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

#### Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

#### Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

day of Uctuber Dated this

CONTRACTOR Authorized Signature

Title

Exhibit B

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# **Scope of Work**

Ryan White Part A/C Program, Quality and Fiscal Monitoring City of Austin General Fund Program, Quality and Fiscal Monitoring Housing Opportunities for Persons with AIDS (HOPWA) Monitoring

Submitted to: The Austin Area Transitional Grant Area (TGA) Ryan White Part A HIV/AIDS Program Submitted by:

COLLABORATIVE RESEARCH

August 15th, 2017

Jeff S. Daniel Chief Executive Officer Collaborative Research, LLC 1507 Ruth Avenue Austin, Texas 78757 Phone: 512.633.0188 fax: 866.607.3942 jeff@collaborativeresearch.us www.collaborativeresearch.us

# Program, Quality, Fiscal Management and HOPWA Monitoring;

Collaborative Research (CR) proposes to complete the following Program, Quality Management (P/QM), Fiscal and HOPWA monitoring activities:

- CR will revise and update Programmatic/Quality Management/Fiscal/HOPWA monitoring tools for service categories as per revisions made to the Ryan White Standards of Care during the 2016-2017 grant year. The monitoring tools will reflect all relevant HRSA/HAB /HUD policies and monitoring standards.
- 2) CR will conduct monitoring site visits for seven (7) Ryan White sub grantees and will monitor the activities associated with all funding streams and all funded service categories. CR will review a random sampling of client charts consisting of 10% of active charts associated with each funded service category at every agency. If there are less than 100 charts for a specific service category, CR will review 100% of the charts for that service category. The specific monitoring process will be directed by the Austin TGA's Ryan White Grantee's office.
- CR will monitor the following funding streams in conjunction with the following grant cycles:
  - a. Ryan White Part A Formula/Supplemental/MAI March 1, 2017-February 29, 2018
  - b. Ryan White Part C (January 1st, 2017 -December 31st, 2017)
  - Housing Opportunities for Persons Living with AIDS (HOPWA) (October 1, 2016-September 30<sup>th</sup>, 2017)
  - d. City of Austin General Funds (October 1st, 2016-September 30, 2017)

Monitoring Type/Funding Source	AIDS Services of Austin	Wright House	Project Transitions	Austin/Travis County MHMR	Community Action	Waterloo Counseling Center	David Powell CHC
Ryan White Part A (Program, Quality, Fiscal)	x	x	x	x	X	x	x
Ryan White Part C (Program, Quality, Fiscal)	x				x		x
City General Fund (Program, Quality, Fiscal)	x	x	x	x			
HOPWA	X		X				

4) CR will conduct the monitoring activities at each sub grantee based on the following grid:

- CR will conduct a pre-monitoring workshop for all service providers. The workshop will include a review of the monitoring methodology, monitoring tools, and proposed schedule when CR will conduct on-site monitoring.
- 6) CR, in conjunction with the Grantee, will coordinate the scheduling of the monitoring site visits for sub grantees. CR, in conjunction with the Grantee, will notify each service provider of their site visit in writing at least thirty (30) calendar days in advance of the proposed monitoring visit.
- 7) CR will conduct an entrance and exit interview for each monitoring site visit. As necessary, the Grantee and/or a designated employee will be present at the entrance and/or exit interviews.
- 8) CR will participate in conferences (teleconference or in person) with the Grantee following each exit interview in order to debrief the Grantee about major findings or concerns. CR will send supporting data outlining major findings or concerns in ten (10) business days following the exit interview.
- 9) CR will submit sub grantee monitoring reports to the Grantee within thirty (30) calendar days of the exit interview for each funded agency. CR in conjunction with the Grantee will finalize monitoring reports and provide data supporting each monitoring chart review.
- 10) CR will review and provide feedback on any Corrective Action Plans (CAPs) submitted by funded agencies in response to monitoring findings. Corrective Action Plans are based on the Plan-Do-Study-Act framework. CR will provide ongoing sub grantee technical assistance regarding the facilitation and implementation of Corrective Action Plans in conjunction with the Grantee.
- 11) CR will compile baseline compliance data that outlines monitoring outcomes from the measurement year. CR will present the baseline monitoring data to the Grantee and the Austin Area HIV Health Services Planning Council and appropriate committee.

### Technical Assistance for the Grantee

Collaborative Research (CR) proposes to complete the following technical assistance for the Grantee:

- 1) CR will provide ongoing technical assistance to the Grantee, designated staff, and sub grantees for all Ryan White activities. TA will be requested and scheduled by the Grantee as needed.
- CR will provide technical assistance to the Grantee regarding the development of assessments and required reports for the Ryan White/HOPWA programs.

# Monitoring Budget detailed by Phase

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PHASE	COMPONENTS	Hours	Rate	Total
MONITORING 1.1	CR will revise and update monitoring tools for each funded service. The monitoring tools will reflect all relevant HRSA and HUD/HOPWA policies and monitoring standards.	15	\$120	\$1,800
MONITORING 1.2	CR will conduct a pre-monitoring workshop for all service providers. The workshop will include a review of the monitoring methodology, monitoring tools, and the monitoring schedule.	25	\$120	\$3,000
MONITORING 1.3	CR will conduct monitoring site visits for seven (7) Ryan White agencies and will monitor the activities associated with all funding streams and all funded service categories. CR will review a random sampling of client charts consisting of 10% of active charts associated with each funded service category at every agency. If there are less than 100 charts for a specific service category, CR will review 100% of the charts for that service category. CR, in conjunction with the Grantee, will coordinate the scheduling of the monitoring site visits for the following service providers: AIDS Services of Austin, Wright House Wellness Center, Project Transitions, Austin/Travis County MHMR, Community Action, Waterloo Counseling Center and David Powell CHC. CR, in conjunction with the Grantee, will notify each service provider of their site visit in writing at least thirty (30) calendar days in advance. CR will conduct an entrance and exit interview for each monitoring site visit. As necessary, the designated Grantee representative will be present at the entrance and/or exit interviews. CR will participate in conferences (teleconference or in person) with the Grantee following each exit interview in order to debrief the Grantee about major findings or concerns.	200	\$120	\$24,000
MONITORING 1.4	CR will submit sub grantee monitoring reports in a format prescribed by the Grantee within thirty (30) calendar days of the exit interview for each funded agency. CR in conjunction with the Grantee, will finalize monitoring reports and provide data supporting each monitoring chart review.	125	\$120	\$15,000
MONITORING 1.5	CR will review and provide feedback on the Corrective Action Plans (CAPs) submitted by funded agencies in response to monitoring findings. Corrective Action Plans are based on the Plan-Do-Study-Act framework. CR will provide ongoing sub grantee technical assistance regarding the facilitation and implementation of Corrective Action Plans in conjunction with the Grantee.	30	\$120	\$3,600
MONITORING 1.6	CR will compile baseline compliance data that outlines monitoring outcomes from the measurement year. CR will present the baseline monitoring data to the Grantee and the Austin Area HIV Health Services Planning Council and appropriate committee.	20	\$120	\$2,400
	TOTAL MONITORING BUDGET*	415	\$120	\$49,800

\*Total includes all travel expenses

This Agreement is made and entered into between the City of Austin ("City") and the person or entity identified in the signature block below (the "Business Associate"), and is made with reference to the following facts:

- i. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- ii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iii. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

- 1. **Definitions.** As used in this Agreement:
  - A. **"HIPAA Rules"** and/or "HIPAA" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
  - B. **"Individually Identifiable Health Information"** shall mean information collected from an individual, including demographic information, that:
    - i. Is created or received by the City and provided to the Business Associate; and
    - ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and
    - iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
  - C. **"Protected Health Information"** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
  - D. "Agent" and "Subcontractor" shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate's responsibilities under its services agreement with the City.
  - E. **"Business Associate"** shall have the same meaning as the term "business associate" set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

## 2. Permitted Uses and Disclosures of Protected Health Information by Business Associate.

- A. The Business Associate may use or disclose Protected Health Information for the following purposes only: (i) to receive and process claims for payment for eligible Program participants; (ii) to maintain claims history and patient profiles; (iii) to maintain current eligibility data on Program participants; and (iv) for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.
- B. The Business Associate may use or disclose Protected Health Information as required by law.

- C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
- D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall permit any individual whose Protected Health Information is maintained by the Business Associate to have access to and to copy his or her Protected Health Information, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within two (2) days forward such request to the City.

## 3. Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.

- A. The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.
- B. The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in "marketing," as that term is defined in 45 CFR Part 164.501
- C. The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate's obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.
- D. The Business Associate shall not disclose Personal Health Information to any Agent, Subcontractor or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accordance with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent, Subcontractor or other third party which shall include, at a minimum:
  - i. The agreement of such Agent, Subcontractor or other third party that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate agree to be bound to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information;
  - ii. Reasonable assurances from such Agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and
  - iii. An agreement from such Agent, Subcontractor or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

## 4. Safeguards for Protected Health Information.

A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate's facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.

- B. The Business Associate and any Agent or Subcontractor shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement. The Business Associate shall make its internal practices, books, records, including policies and procedures, related to the use and disclosures of protected health information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
- C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning:
  - i. any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;
  - ii. any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and
  - iii. any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.
- F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate, Agent or Subcontractor, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.
- G. The Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the City pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.
- H. The Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinic Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as the Omnibus Rule) issued by the U.S. Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate. The Business Associate further acknowledges restrictions on the sales and marketing of protected health information without the explicit authorization of the individual.
- I. To the extent the Business Associate is to carry out one of more of the City's obligations under Subpart E of 45 C.F.R. Part1 164, the Business Associate will comply with the requirements of Subpart E that apply to the City in the performance of such obligations.
- J. The Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City except for the specific uses and disclosures set forth below:

- i. The Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information remains confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached.
- ii. The Business Associate may provide data aggregation services related to the health care operations of the City.

## 5. Term of this Agreement; Termination; Procedures upon Termination.

- A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.
- B. The term of this Agreement shall expire with the close of business the contract expiration date. Provided, that either party may terminate this Agreement on any basis at any time prior to the expiration of the term upon written notice to the other party.
- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.
- E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.
- F. Survival. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

## 6. Other Provisions.

A. Indemnification. The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents or Subcontractors of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.

- B. Remedies for Breach. Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.
- C. Notices. Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:	To the Business Associate:
Name: Marty James	Name: Jeff Daniel
Phone: 512-974-3164	Phone: 512-633-0188
Email: Marty.James@austintexas.gov	Email: jeff & collaborative vescarch. us

- D. Amendments. Upon the enactment of any law or regulation affecting the use or disclosure of protected health information, or the publication of any decision of a court of the United State or State of Texas relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the City may, by written notice to the Business Associate, amend this Agreement in such a manner as the City determines necessary to comply with such law or regulation. Notwithstanding the foregoing, if the City and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the effective date of this Agreement and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation for the City and the Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. Construction of Terms. A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

THE CITY OF AUSTIN, TEXAS

By C

[Signature]

Name: MART

10-11,-201

THE BUSINESS ASSOCIATE:

Name: Title: Organization Name:



# City of Austin FSD Purchasing Office Certificate of Exemption

DATE:	09/13/2017	DEPT:	Austin Public Health
TO:	Purchasing Officer or Designee	FROM:	Gregory L. Bolds
BUYER	Marty James	PHONE:	(512) 972-5081

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

- 1. The undersigned is authorized to submit this certification.
- 2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
- O a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- O a procurement necessary to preserve or protect the public health or safety of municipality's residents
- O a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- a procurement for personal, professional, or planning services
- O a procurement for work that is performed and paid for by the day as the work progresses
- O a purchase of land or right-of- way
- O a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- O a purchase of rare books, papers, and other library materials for a public library
- O paving, drainage, street widening and other public improvements, or related matters, if at least one- third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- O a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- O a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- O personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for

cooperative purchasing administered by a regional planning commission established under Chapter 391

- O services performed by blind or severely disabled persons
- O goods purchased by a municipality for subsequent retail sale by the municipality
- O electricity
- O advertising, other than legal notices
- O Critical Business Need (Austin Energy Only)
- 3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.
  - Preserve and Protect the Public Health and Safety Describe how this purchase will preserve and protect the public safety of residents.
  - Sole Source Describe what patents, copyrights, secret processes, or natural monopolies exist. <u>Attach a letter from vendor supporting the sole source. The</u> <u>letter must be on company letterhead and be signed by an authorized person in</u> <u>company management.</u>
  - Personal Services Describe those services to be performed personally by the individual contracted to perform them.
  - Professional Services Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
  - Planning Services Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
  - Critical Business Need Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

## Jeff Daniel, M.A. Chief Executive Officer and Founder

Jeff has 15 years of experience in the HIV/AIDS field focusing on Ryan White entities. Areas of expertise include: Data driven Priority Setting process to rank most needed HIV services within a community,Resource Allocation to determine cost effectiveness of HIV services, Needs Assessments for In Care, Out of Care and Newly Diagnosed HIV+ Individuals, Planning Council operations and development, Operational development of local HIV/AIDS programs including implementation of HIV services and cost effectiveness evaluations, & Advising clients on impact of federal funding, policies and programs to maximize funding at the local level with recommended course(s) of action.

- 4. Please attach any documentation that supports this exemption.
- 5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

The firm has provided these services for the San Antonio Area since 2003 and other areas operating Ryan White programs.(see attachment).

 Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Collaborative Research which will cost approximately \$49,800.00 (Provide estimate and/or breakdown of cost).

Recommended

Certification

Approved Certification

Originato Department Director or designee Date

Assistant City Manager / General Manager Date or designee (if applicable)

Purchasing Review (if applicable)

Buyer

Manager Initials Date

Exemption Authorized (if applicable)

Purchasing Officer or designee

Date

02/26/2013

Page 4 of 4

# **Scope of Work**

Ryan White Part A/C Program, Quality and Fiscal Monitoring City of Austin General Fund Program, Quality and Fiscal Monitoring Housing Opportunities for Persons with AIDS (HOPWA) Monitoring

Submitted to: The Austin Area Transitional Grant Area (TGA) Ryan White Part A HIV/AIDS Program Submitted by:

COLLABORATIVE RESEARCH

August 15th, 2017

Jeff S. Daniel Chief Executive Officer Collaborative Research, LLC 1507 Ruth Avenue Austin, Texas 78757 Phone: 512.633.0188 fax: 866.607.3942 jeff@collaborativeresearch.us www.collaborativeresearch.us

## Program, Quality, Fiscal Management and HOPWA Monitoring;

Collaborative Research (CR) proposes to complete the following Program, Quality Management (P/QM), Fiscal and HOPWA monitoring activities:

- CR will revise and update Programmatic/Quality Management/Fiscal/HOPWA monitoring tools for service categories as per revisions made to the Ryan White Standards of Care during the 2016-2017 grant year. The monitoring tools will reflect all relevant HRSA/HAB /HUD policies and monitoring standards.
- 2) CR will conduct monitoring site visits for seven (7) Ryan White sub grantees and will monitor the activities associated with all funding streams and all funded service categories. CR will review a random sampling of client charts consisting of 10% of active charts associated with each funded service category at every agency. If there are less than 100 charts for a specific service category, CR will review 100% of the charts for that service category. The specific monitoring process will be directed by the Austin TGA's Ryan White Grantee's office.
- 3) CR will monitor the following funding streams in conjunction with the following grant cycles:
  - a. Ryan White Part A Formula/Supplemental/MAI March 1, 2017-February 29, 2018
  - b. Ryan White Part C (January 1st, 2017 -December 31st, 2017)
  - Housing Opportunities for Persons Living with AIDS (HOPWA) (October 1, 2016-September 30<sup>th</sup>, 2017)
  - d. City of Austin General Funds (October 1st, 2016-September 30, 2017)

Monitoring Type/Funding Source	AIDS Services of Austin	Wright House	Project Transitions	Austin/Travis County MHMR	Community Action	Waterloo Counseling Center	David Powell CHC
Ryan White Part A (Program, Quality, Fiscal)	X	x	x	X	X	x	x
Ryan White Part C (Program, Quality, Fiscal)	x				x		x
City General Fund (Program, Quality, Fiscal)	x	x	x	x			
HOPWA	X		X				

4) CR will conduct the monitoring activities at each sub grantee based on the following grid:

- 5) CR will conduct a pre-monitoring workshop for all service providers. The workshop will include a review of the monitoring methodology, monitoring tools, and proposed schedule when CR will conduct on-site monitoring.
- 6) CR, in conjunction with the Grantee, will coordinate the scheduling of the monitoring site visits for sub grantees. CR, in conjunction with the Grantee, will notify each service provider of their site visit in writing at least thirty (30) calendar days in advance of the proposed monitoring visit.
- 7) CR will conduct an entrance and exit interview for each monitoring site visit. As necessary, the Grantee and/or a designated employee will be present at the entrance and/or exit interviews.
- 8) CR will participate in conferences (teleconference or in person) with the Grantee following each exit interview in order to debrief the Grantee about major findings or concerns. CR will send supporting data outlining major findings or concerns in ten (10) business days following the exit interview.
- 9) CR will submit sub grantee monitoring reports to the Grantee within thirty (30) calendar days of the exit interview for each funded agency. CR in conjunction with the Grantee will finalize monitoring reports and provide data supporting each monitoring chart review.
- 10) CR will review and provide feedback on any Corrective Action Plans (CAPs) submitted by funded agencies in response to monitoring findings. Corrective Action Plans are based on the Plan-Do-Study-Act framework. CR will provide ongoing sub grantee technical assistance regarding the facilitation and implementation of Corrective Action Plans in conjunction with the Grantee.
- 11) CR will compile baseline compliance data that outlines monitoring outcomes from the measurement year. CR will present the baseline monitoring data to the Grantee and the Austin Area HIV Health Services Planning Council and appropriate committee.

## Technical Assistance for the Grantee

Collaborative Research (CR) proposes to complete the following technical assistance for the Grantee:

- 1) CR will provide ongoing technical assistance to the Grantee, designated staff, and sub grantees for all Ryan White activities. TA will be requested and scheduled by the Grantee as needed.
- 2) CR will provide technical assistance to the Grantee regarding the development of assessments and required reports for the Ryan White/HOPWA programs.

# Monitoring Budget detailed by Phase

1.11

PHASE	COMPONENTS	Hours	Rate	Total
MONITORING 1.1	CR will revise and update monitoring tools for each funded service. The monitoring tools will reflect all relevant HRSA and HUD/HOPWA policies and monitoring standards.	15	\$120	\$1,800
MONITORING 1.2	CR will conduct a pre-monitoring workshop for all service providers. The workshop will include a review of the monitoring methodology, monitoring tools, and the monitoring schedule.	25	\$120	\$3,000
MONITORING 1.3	CR will conduct monitoring site visits for seven (7) Ryan White agencies and will monitor the activities associated with all funding streams and all funded service categories. CR will review a random sampling of client charts consisting of 10% of active charts associated with each funded service category at every agency. If there are less than 100 charts for a specific service category, CR will review 100% of the charts for that service category. CR, in conjunction with the Grantee, will coordinate the scheduling of the monitoring site visits for the following service providers: AIDS Services of Austin, Wright House Wellness Center, Project Transitions, Austin/Travis County MHMR, Community Action, Waterloo Counseling Center and David Powell CHC. CR, in conjunction with the Grantee, will notify each service provider of their site visit in writing at least thirty (30) calendar days in advance. CR will conduct an entrance and exit interview for each monitoring site visit. As necessary, the designated Grantee representative will be present at the entrance and/or exit interviews. CR will participate in conferences (teleconference or in person) with the Grantee following each exit interview in order to debrief the Grantee about major findings or concerns.	200	\$120	\$24,000
MONITORING 1.4	CR will submit sub grantee monitoring reports in a format prescribed by the Grantee within thirty (30) calendar days of the exit interview for each funded agency. CR in conjunction with the Grantee, will finalize monitoring reports and provide data supporting each monitoring chart review.	125	\$120	\$15,000
MONITORING 1.5	CR will review and provide feedback on the Corrective Action Plans (CAPs) submitted by funded agencies in response to monitoring findings. Corrective Action Plans are based on the Plan-Do-Study-Act framework. CR will provide ongoing sub grantee technical assistance regarding the facilitation and implementation of Corrective Action Plans in conjunction with the Grantee.	30	\$120	\$3,600
MONITORING 1.6	CR will compile baseline compliance data that outlines monitoring outcomes from the measurement year. CR will present the baseline monitoring data to the Grantee and the Austin Area HIV Health Services Planning Council and appropriate committee.	20	\$120	\$2,400
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\*Total includes all travel expenses



Specializing in Consulting Services for Ryan White Treatment Modernization Act entities

August 29, 2016

Gregory Bolds Austin/Travis County Health and Human Services Ryan White Part A program Austin Transitional Grant Area

Greg:

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As requested, I' m sending you an overview of Collaborative Research and a sample listing of our extensive Ryan White Part A work capabilities as well as client engagements.

CR's long-standing partnerships (10+ years) with numerous Ryan White Part A jurisdictions demonstrate our diverse expertise and deep commitment to providing our clients with a comprehensive suite of services. Current projects include:

- Quality Management initiatives and Program monitoring including provider site visits
- Standards of Care development and implementation
- HRSA/HAB performance measure monitoring
- HOPWA monitoring
- Needs Assessments (In Care, Newly Diagnosed, Out of Care PLWH/A)
- Annual Planning Council Priority Setting and Resource Allocation
- Assessment of the Administrative Agency/Mechanism
- Planning Council operational support activities (member recruitment, member training, etc)
- Ryan White Part A applications

Please let me know if you have any questions or need additional information.

Collaborative Research, LLC Jeff Daniel, Chief Executive Officer and Founder 809 South Lamar Blvd, #444 Austin, Texas 78704 Mobile: 512-633-0188 email: jeff@collaborativeresearch.us website: www.collaborativeresearch.us

# Sample Client List and Support Activities

Client	Project Title	Nature of the Project	Reference Contact
Bexar County Department of Community Resources	HIV Quality Management/ Standards of Care	Develop, Assess, Refine and Implement Standards of Care, Grant writing assistance,	Charlene Doria-Ortiz Program Manager Division of Community Health
San Antonio, TX TGA	Assessment, Grant Writing 2010-present	Clinical and Support Service Chart Abstractions with	Bexar County Department of Community Resources
Client since: 2003		Outcome Analysis and Technical Assistance to	Vista Verde Plaza 233 N. Pecos, Suite 590, San
San Antonio Ryan White Part A		Providers re: Findings.	Antonio, Texas 78207 Office Phone: (210) 335-3581 Fax Number: (210) 335-1514 cdoria-ortiz@bexar.org
Maricopa County, Arizona Ryan	HIV Quality	a)Authored FY 2007 - 2016	Rose Connor
White Office and Phoenix HIV	Management/	Grant	Program Director
Services Planning Council	Standards of Care RW Part A Grant	b) Conducted Triennial Needs Assessment	(602) 372-7091 connerr001@mail.maricopa.gov
Client since: 2005	Writing, Needs Assessments and	c) Updated/Revised 23 Standards of Care	
Phoenix Ryan White Part A	Comprehensive Plan support 2005-present	d) Conducted annual QM site visits to sub-recipients	
Cuyahoga County Board of	Annual Needs	a) Quality Management	Melissa Rodrigo
Health	Assessment, HIV	b) Create and Refine	Program Director
	Systems	Standards of Care	216.201.2001 ext. 1507
Cleveland TGA	Assessments, Grant Applications	c) Grant writing from 2006- 2013 grants	mrodrigo@ccbah.net
Client since: 2003	2003-2013; Planning Council Support	d) Planning Council Management	
Cleveland Ryan White Part A	2010-present; Quality Management	e) Annual Needs Assessments	
Ryan White Office of HIV/AIDS	Quality	a) Quality Management	Thomas Butcher
& New Haven-Fairfield	Management, Grant	b) Create and Refine	Program Director
Counties' HIV Planning Council	Writing and Planning Council Support	Standards of Care c) Grant writing from 2006-	(203) 946-7388 tbutcher@newhaven.ct.net
New Haven-Fairfield, CT		2016 grants	
Counties EMA	2005-present	d) Conduct extensive technical assistance	
Client since: 2005		e) Planning Council Management	
New Haven Ryan White Part A		f) Annual Needs Assessments	
Ryan White Office	HIV Quality	Develop, Assess, Refine and	Christine Carroll
	Management/	Implement Standards of Care,	Ryan White Office
Norfolk, VA TGA	Standards of Care Assessment, PC	Numerous Needs Assessments, PC Support,	Program Director (757) 823-4405
Client since: 2005	Support, Grant	Priority Setting and Resource	Christine.Carroll@norfolk.gov
Norfolk Ryan White Part A	Writing 2005-present	Allocation, Planning Council Training	

Jeff Daniel, M.A. Chief Executive Officer and Founder

Jeff has 15 years of experience in the HIV/AIDS field focusing on Ryan White entities. Areas of expertise include:

- Data driven Priority Setting process to rank most needed HIV services within a community
- Resource Allocation to determine cost effectiveness of HIV services
- Needs Assessments for In Care, Out of Care and Newly Diagnosed HIV+ Individuals
- Planning Council operations and development
- Operational development of local HIV/AIDS programs including implementation of HIV services and cost effectiveness evaluations
- Advising clients on impact of federal funding, policies and programs to maximize funding at the local level with recommended course(s) of action

### Experience

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- Served on the Austin TGA Planning Council for four years as Chair of the Needs Assessment and Priority Setting committee and as Vice Chair of the Planning Council
- Planning Council Operations Manager for New Haven and Phoenix EMAs, Las Vegas, Norfolk TGAs (Ryan White Part A)
- Comprehensive Needs Assessment Studies for: Phoenix EMA, Denver TGA, Sacramento TGA, Detroit EMA, New Haven EMA, Cleveland TGA, San Antonio TGA, Oklahoma Part B, Maine Part B, Nassau-Suffolk (NY) EMA, Las Vegas TGA and Norfolk TGA. Currently conducting Ohio Part B Needs Assessment
- Served as Interim Ryan White Program Manager for the San Antonio TGA
- Project Manager for Comprehensive HIV Strategic Plans: Cleveland TGA, Oklahoma Part B, San Antonio TGA, Norfolk TGA, New Haven EMA, Phoenix EMA
- Project Manager for annual HIV federal grant applications: Phoenix EMA, Las Vegas TGA, San Antonio TGA
- Conduct annual Priority Setting and Resource Allocation for: Las Vegas TGA, Cleveland TGA, New Haven EMA, Norfolk TGA, Baton Rouge TGA, San Antonio TGA, Nassau-Suffolk (NY) EMA HIV programs
- Conducted first ever out of care Ryan White needs assessments for: Phoenix EMA, Denver TGA, Sacramento TGA, Detroit EMA, New Haven EMA, Cleveland TGA, San Antonio TGA
- Conducted first ever Newly Diagnosed Ryan White needs assessments for: Phoenix EMA, Denver TGA, Sacramento TGA, Detroit EMA, New Haven EMA, Cleveland TGA, San Antonio TGA
- Annual Ryan White Priority Setting and Resource Allocation models are consistently recognized as a strength by the HIV/AIDS Bureau in Washington D.C. by objective review committee

## Education

Jeff holds a Masters of International Journalism and a Bachelor of Arts in Journalism and Marketing from Baylor University in Waco, Texas. Jeff speaks conversational Spanish.

## Thomas Schucker, M.B.A. Director of Clinical Quality Management

Thomas has 10 years of operational experience in the HIV/AIDS arena, with positions at a Ryan White Part A and C sub-recipient functioning as a Medical Case Manager and Intake Coordinator at the Eastern Virginia Medical School; and most recently, as Grants & Contracts Administrator for a large AIDS service organization, both located in Norfolk, Virginia. Thomas has also served as the Chair of the Greater Hampton Roads HIV Health Services Planning Council, with specific focus on Strategic Planning and Assessment. Thomas attended 15 hours of multicultural competency and sensitivity training in his prior role with Eastern Virginia Medical School.

## Experience

1.1

- Conducted Ryan White Part A on site clinical quality management site visits for: San Antonio, Cleveland and Phoenix Ryan White Part A programs
- Reviewed over 10,000 Ryan White Part A client charts for HRSA/HAB standard of care compliance
- Developed reports based on site visits to inform decision makers on strategies to improve quality of care for PLWHA.
- Developed 16 standards of care for the Denver Ryan White Part A program
- Expert on HRSA/HAB performance measures and their relevance to Ryan White Part A recipients and sub-recipients
- Developed a 340B Pharmacy for Norfolk's largest AIDS Service Organization
- Successfully coordinated compilation and award of several federal grants.
- Provided counseling to newly diagnosed HIV patients.
- Skilled manager of project resources, progress, completion timeframes, and budget while exceeding key operational performance targets.
- Successfully aligned business planning and financial processes with performance improvement and business risk-management activities.
- Design and lead client projects focused on operations and change management, Services quality, process improvement, performance measurement, team solutions, and leadership development.

### Education

MBA in Public Administration from the University of Phoenix in 2009. Master of Education in Administration & Supervision, University of Phoenix in 2005. Bachelor of Arts in Psychology from Chowan University, Murfreesboro, TN in 2001.

## City of Austin, Texas NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

## City of Austin, Texas

## Equal Employment/Fair Housing Office

## To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

## City of Austin

## Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Section 0800, Non-Discrimination and Non-Retaliation Certification 1

Revised 12/27/2016

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current nondiscrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

## Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retallation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retallation Policy.

#### Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this	13th	day of	September	2017
			CONTRACTOR Authorized Signature	Collaborative Prescarch, LIC Juby Dril
			Title	CEO

Section 0800, Non-Discrimination and Non-Retaliation Certification 2

Revised 12/27/2016

## City of Austin, Texas Section 0805 NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Collaborative Research, LLC	
Signature of Officer or Authorized Representative:	Juff Dane Date: 9/13/2017	
Printed Name:	Jeff Daniel	
Title	CEO	1

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